

REMARKS

Claims 1-11 and 14-26 are pending in the current application. Claims 1, 19, 22 and 26 are independent claims.

35 U.S.C. § 102(e) Boltz

Claims 1-11, 13-18 and 22-25 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Boltz. Applicants respectfully traverse this arts grounds of rejection.

Applicants direct the Examiner to the phone interview conducted on July 1, 2004. The Examiner agreed on record that the “proposed amendments to claims 1 and 22 overcome the Boltz reference”. Thus, it is not clear why the Examiner has maintained this arts grounds of rejection with the same reference that the Examiner has already admitted, on record, as being overcome by the previously filed Amendment. However, Applicants reiterate how Boltz does not disclose or suggest the features of any of the independent claims, as was previously explained to the Examiner during the telephonic interview.

The Examiner alleges that “screening the wireless call if the determining step determines that the wireless call originates from the defined geographical area within a given period of time” is disclosed by Boltz in column 4, lines 11-39 and column 5, lines 26-29 (page 2 of the Office Action). Applicants respectfully disagree.

With respect to column 4, lines 11-39, Boltz discloses that after an emergency is reported via a first emergency call by a first mobile station, a second mobile station within the same location area may also establish an emergency call. Once an assessment of the location of the second mobile station has been made, a second application module “instructs an associated announcement machine (AM) 210 to provide an announcement message towards the second mobile station 10B. Such a message informs the mobile subscriber that an incident from approximately the same geographic area has already been reported” (column 4, lines 39-44). Boltz further states that “[t]he mobile subscriber associated with the second mobile station 10B may then choose to remain connected to the PSAP after hearing the played message, hang up and terminate the call, or interrupt the announcement message and immediately be connected to the next available PSAP operator” (column 4, lines 46-51). Thus, the call from the second mobile

station is not screened; rather, a call proceeds as an emergency call only based on a selection by the mobile subscriber (i.e., the user of the second mobile station) after the message is heard and evaluated by the mobile subscriber. The mobile subscriber must evaluate the message to determine whether a new emergency requires reporting.

In column 5, lines 26-29, Boltz discloses that the above described message “may be generated for a predetermined amount of time (such as 20 minutes after the first reporting of the incident by the first mobile station 10A), or until the PSAP instructs otherwise”. While Boltz discloses playing this message to the user for a given amount of time after an incident, this message has nothing to do screening. This is simply a message broadcasted to any call received within the geographic area of the initial call.

In view of the above, Applicants respectfully submit that Boltz cannot disclose or suggest “screening the wireless call if the determining step determines that the wireless call originates from the defined geographic area within the given period of time” as recited in independent claim 1 and similarly recited in independent claims 22 and 26.

As such, claims 2-11, 13-18, and 23-25 dependent upon independent claims 1 and 22, respectfully, are likewise allowable over Boltz at least for the reasons given above with respect to independent claims 1 and 22.

Applicants respectfully request that the Examiner withdraw this arts ground of rejection.

35 U.S.C. § 102(e) Negendran

Claims 19-21 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Negendran. Applicants respectfully traverse this arts grounds of rejection.

The Examiner alleges that “location incentive offers” and “location based advertisements” read on features disclosed by Negendran. Applicants respectfully disagree.

Negendran discloses methods of using wireless geolocation to customize content and delivery information to wireless communication devices. Negendran states that a base station “receives a request for information from a mobile device” (column 5, lines 34-35). A return message including location specific information (i.e., the information requested by the mobile station) is then sent back to the mobile station from some information gathering source. Negendran then discloses that based on this received information, the mobile station may send a follow-up request for certain preferences (e.g., the location of a gas station, a restaurant, etc.)

based on the received location specific information (column 5, lines 57-64). This requested information is not a "location incentive offer" since it is only location information and no offer is made. Further, this information is not a "wireless location based advertisement" because it is based on a request from the user and not simply the location of the user. In other words, specific requested information is not an advertisement.

Since the Examiner has mischaracterized the features of independent claim 19, Applicants respectfully submit that Negendran cannot disclose or suggest "determining whether the received wireless call falls within a class of wireless calls, the class of wireless calls being one of location incentive offers, wireless based games, and wireless based location advertisements" as recited in independent claim 19.

As such, claims 20-21, dependent upon independent claim 19, are likewise allowable over Negendran at least for the reasons given above with respect to independent claim 19.

Applicants respectfully request that the Examiner withdraw this art grounds of rejection. Reconsideration and allowance of all pending claims is respectfully requested.

CONCLUSION

Should there be any outstanding matter, that need to be resolved in the present application, the Examiner is respectfully requested to contact the undersigned at the telephone number below.

If necessary, the Commissioner is hereby authorized in this, concurrent, and future replies to charge payment or credit any overpayment to Deposit Account No. 08-0750 for any additional fees required under 37 C.F.R. §§ 1.16 or 1.17; particularly, extension of time fees.

Very truly yours,

HARNESS, DICKEY & PIERCE, PLC

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